

NORTHERN MONROE COUNTY FIRE PROTECTION TERRITORY AGREEMENT

This Agreement is entered into as of this ____ day of _____, 2016, by and between Bloomington Township, Monroe County, Indiana (“Bloomington”), by its Trustee and its Township Board; Benton Township, Monroe County (“Benton”), by its Trustee and Township Board and Washington Township, Monroe County, Indiana (“Washington”) by its Trustee and its Township Board.

WHEREAS, IC 36-8-19 permits two (2) or more participating units of local government to establish a fire protection territory to provide fire protection services to those participating units; and

WHEREAS, Bloomington currently owns certain fire equipment and apparatus; housing for that equipment and apparatus; employs certain fire personnel and contracts with the Benton Township Board and Trustee and Washington Township Board and Trustee to provide fire protection and emergency medical services within Bloomington Township outside the city limits of the City of Bloomington, within Benton Township and within Washington Township; and

WHEREAS, Benton currently has an all-volunteer fire department and does not have the means or tax base necessary to establish and pay for an independent fire department with full-time paid staff; and

WHEREAS, Washington currently does not have any fire department and does not have the means or tax base necessary to establish and pay for an independent fire department; and

WHEREAS, Benton and Washington are contiguous to Bloomington; and

WHEREAS, Bloomington currently provides fire protection and emergency medical services to Benton and Washington pursuant to contracts between the government entities; and

WHEREAS, the Trustee and Township Board of Bloomington; the Trustee and Township Board of Benton; and the Trustee and Township Board of Washington have determined that it will be in the best interests of the citizens of those units of government to enter into an agreement to form a fire protection territory;

NOW THEREFORE, the parties agree as follows:

1. Establishment of Fire Protection Territory. The Trustee and Township Board of Bloomington hereby joins together with the Trustee and Township Board of Benton and the Trustee and Township Board of Washington under the provisions of IC 36-8-19 to establish a fire protection territory (the “Territory”).

2. Boundaries. The area constituting the fire protection territory shall include the entire areas of Bloomington Township, Monroe County, Benton Township, Monroe County and Washington Township, Monroe County, but excluding any part of

Bloomington Township that is within the corporate boundaries of the City of Bloomington the "Territory"). A map of the area included in the Territory is attached hereto as Exhibit A.

3. Provider Unit. The Provider Unit, as described in IC 36-8-19-3, shall be Bloomington.
4. Participating Units. The Participating Units, as defined in IC 36-8-19-4, shall be Bloomington, Benton and Washington.
5. Purposes. The Territory shall provide to the Participating Units the following services:
 - a. Fire protection, including the capability for extinguishing all fires that might be reasonably expected because of the types of improvements, personal property, and real property within the boundaries of the Territory;
 - b. Fire prevention, including identification and elimination of all potential and actual sources of fire hazard; and
 - c. Emergency medical services as currently provided;
 - d. Such other functions and services, related to emergency medical services, fire protection, fire prevention and hazardous materials mitigation to District 8 as empowered by the State, as the parties may agree.
6. Term of Agreement. The term of this Agreement shall be from July 1, 2016 through June 30, 2017, and shall automatically renew for successive one (1) year periods, until any party passes a resolution after January 1 and before April 1 of any calendar year, terminating the Agreement, effective June 30 of that calendar year.
7. Fire Protection Executive Board.
 - i. Membership will consist of 6 voting members and three (3) non-voting members
 - i. Each Township Trustee or a representative shall be a voting member,
 - ii. One representative each from Bloomington, Benton, and Washington Township Boards, to be selected annually at the respective board's organization meeting shall be a voting members,
 - iii. Each participating unit's board will appoint a non-voting representative of the township citizens. This representative shall not sit on the township board. Terms will be annual, selected at the township board's organizational meeting. The township representative will act in an advisory capacity. The township board may select a representative based on that individual's expertise or a voice that might be otherwise missing from Executive Board.

- iv. A quorum consists of a majority of the voting members of the Board. All decisions of the Board require the affirmative vote of four (4) of the voting members.
- b. Terms of service and Election of Officers
 - i. The terms of service for the township board representatives shall be one year
 - ii. A Chair of the Executive Board will rotate annually among the Bloomington, Benton and Washington Township Trustees.
 - iii. The Executive Board will appoint, from its membership, a Vice Chair and Secretary and such other officers as it deems appropriate. The Vice Chair will rotate annually among the Township Board representatives and will not be from the same township as the Chair. The Vice Chair will act in the Chair's place in case of the Chair's absence. The Vice Chair will act for the Secretary in the Secretary's absence. The Secretary will be rotated annually and can be a trustee or a township board member. The Executive Committee can decide to keep the minutes at the Provider Unit.
- c. Role of the Executive Board will be fiscal as follows
 - i. Recommend annual budget;
 - ii. Recommend major purchases in excess of \$50,000;
 - iii. Contribute to the planning and development of possible future capital projects;
 - iv. Receive and review annual reports from the Provider Unit and Fire Chief;
 - v. Recommend staffing and equipment allocations;
 - vi. Appoint the Fire Chief;
 - vii. Act as liaison with the township s/he represents, enhancing communication between the township board, the community, and the Executive Board.
- d. Safety Board
 - i. The Fire Department shall be governed by a three (3) member Safety Board with the powers provided under I. C. 36-8-3
 - ii. The Executive Board, the Fire Chief and the Provider Unit shall each appoint one (1) member of the Safety Board.
- e. Compensation. No member of the Executive Board will receive compensation for his/her service from the Territory.

8. Fire Protection Territory Fund.

- a. Bloomington, as the Provider Unit, shall establish a Fire Protection Territory Fund ("Fund"). All expenses of operating and maintaining the fire protection services within the Territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents, supplies, contingencies, and other expenses lawfully incurred within the Territory shall be paid from the Fund. Except as provided Section 8(c) and Section 9(f) of this Agreement, the Fund may not be used for any other expenses.
- b. The following monies shall be deposited into the Fund, as received by the Participating Units:
 - i. All receipts from taxes imposed by the Participating Units to fund the expenses described in this Section;
 - ii. Any money transferred to the Fund by the Provider Unit under Section 8(c);
 - iii. Any receipts from false alarm fees or other fees imposed under IC 36-8-13-4;
 - iv. Any other fees or charges, not otherwise designated for specific purpose by statute, collected by reason of the providing of firefighting, emergency medical or ambulance services by the Territory.
- c. If the amount levied in a particular year is not sufficient to cover the costs incurred in providing fire protection and emergency medical services within the Territory, Bloomington may transfer, from available sources, to the Fund the money needed to cover those costs. The parties agree to levy such additional taxes for deposit into the Fund, as may be necessary to repay any advances made by Bloomington hereunder.

9. Budgeting.

- a. The Provider Unit shall annually prepare a budget of the monies necessary to meet the expenses of operation and maintenance of the fire protection and emergency medical services within the Territory, together with a reasonable operating balance, not to exceed twenty percent (20%) of the tax levy required to fund the estimated budget.
- b. The Provider Unit shall present a copy of the estimated budget to Executive Board for its review and approval prior to adoption of the budget by the respective township boards.
- c. The Executive Board will recommend the estimated budget to the Benton and Washington township boards for its review and approval prior to the adoption of the budget by Bloomington. After approval of the budget by Benton and Washington, the budget shall be submitted to Bloomington for its review and approval.
- d. After estimating the expenses and receipts of money, Bloomington shall notify each Participating Unit of the amount of the tax levy that the respective Participating Unit must raise to fund the budget. A pro rata part of the amount budgeted under

this subsection shall be considered a part of each Participating Unit's budget.

- e. The parties agree that the property tax rates imposed on all taxable property in Benton and Washington to fund the budget and the property tax rate imposed on all taxable property in Bloomington to fund the budget will be the same.
 - f. If the amounts levied in a particular year exceed the amount necessary to cover the costs incurred in providing fire protection services within the Territory, the Participating Units may agree to transfer to the Equipment Replacement Fund, an amount not to exceed five percent (5%) of the levy for the Fire Protection fund for that year.
10. Organizational Structure and Operations.
- a. Fire and emergency services will be provided to the citizens of the Fire Territory through one organization, administered by the Provider Unit, managed by a Fire Chief and staffed by fire, emergency, and administrative personnel, headquarters will be Station 5 with staffed stations in Benton and Washington Townships. The Executive Board will approve the level of staffing at each fire station.
 - b. The Participating Units will help establish a transition team, which will work with the Provider Unit in the organization and function of the fire territory department to best serve all the residents of all the townships. This team's term will expire June 30, 2017, unless extended by a vote of the Executive Board.
11. Capital Assets.
- a. Bloomington and Benton shall be initially responsible for providing all firefighting apparatus and equipment, including housing, for the Territory. If Bloomington and/or Benton have incurred any debt in the acquisition of those assets, Bloomington and/or Benton will be responsible for repaying their respective debts.
 - b. Station 5 and Station 14 will be fully staffed 24/7 stations, with staffing levels as approved by the Executive Board.
 - c. Station 14 will retain its number and its apparatus and equipment, including its boat and the "gator".
 - d. A new station will be located and built in Washington Township. It will be fully staffed 24/7 with staffing levels as approved by the Executive Board.
 - e. The Participating Units agree to the establishment of an Equipment Replacement Fund, to be used for the purchase of any additional firefighting apparatus, equipment and housing that will be used to serve the Territory.
 - i. The property tax rate for the Equipment Replacement Fund levy may not exceed 0.0333 cents per one hundred dollars of assessed value.
 - ii. All such acquisitions must be presented by the Provider Unit and approved by the Executive Board.
 - f. The Participating Units may acquire firefighting apparatus and equipment, including housing, from monies available in the Equipment Replacement Fund; or

through such leases or debt as is permitted by law and approved by the Bloomington, Benton and Washington township boards.

- i. All such major acquisitions must be approved by the Executive Board of the Fire Territory.
- ii. Any firefighting apparatus and equipment, including housing, acquired by the Participating Units shall be held, either in joint title by the Participating Units or in the name of another entity established by the Participating Units for that purpose.

12. Volunteer Associations.

- a. Territory will continue to contract with the volunteer associations within the three townships.
- b. Applicants for paid positions with the Northern Monroe Fire Protection Territory will receive points for their participation as volunteers.

13. Transfer of Funds

Pursuant to IC 36-8-19-8.6, each Participating Unit shall pass a resolution transferring all monies in their respective firefighting funds and cumulative fire funds into the fire fund and equipment replacement fund of the Territory.

14. Withdrawal and Dissolution.

- a. Any Participating Unit may withdraw from the Territory, effective July 1 of any calendar year, by passing an appropriate resolution or ordinance after January 1 and before April 1 of that calendar year.
- b. In the event that any Participating Unit withdraws from the Territory, the responsibility of the Territory to provide fire protection and emergency medical services to that Participating Unit shall cease as of midnight, June 30 of the year in which the Agreement is terminated.
- c. In the event that any Participating Unit withdraws from the Territory, any balances remaining in the Fire Protection Fund or the Equipment Replacement Fund after the payment of all outstanding bills and of any transfers made by the Provider Unit under Section 8(c)~~7(e)~~ shall be divided pro rata between the withdrawing Participating Unit and the remaining Participating Units in the same proportion as the Participating Units contributed to the Fire Protection Fund during the most recent complete calendar year in which the Territory existed. If the balances remaining in the Fire Protection Fund or the Equipment Replacement Fund are not sufficient to pay all outstanding bills and of any transfers made by the Provider Unit under Section 8(c)~~7(e)~~, the Participating Units shall be required to contribute to the Fire Protection Fund, from the Participating Unit's respective June property tax draws a pro rata amount necessary to cover those costs. The pro rata contribution between the Participating Units shall be in the same proportion as the Participating Units' respective June property tax draws for fire protection.

- d. In the event that any Participating Unit withdraws from the Territory, any capital assets purchased jointly by the Participating Units will be valued as of the effective date of the withdrawal and the withdrawing Participating Unit will be entitled to a share of that value, as determined by the withdrawing Participating Unit's contribution to the acquisition of the respective capital assets. The remaining Participating Units in the Territory may distribute cash or assets to satisfy the obligation to the withdrawing Participating Unit, at the discretion of the remaining Participating Units. Any asset acquired by and titled to a single township shall remain the property of that township.
- e. In the event that any Participating Unit withdraws from the Territory, the provisions of IC 36-8-19-9(c) shall apply and the withdrawing Participating Unit shall continue to repay that Unit's share of that indebtedness by imposing a property tax within the boundaries of the Unit until the indebtedness is paid in full. The Department of Local Government Finance shall determine the amount of the indebtedness that represents the withdrawing Participating Unit's fair share, taking into account the equipment purchased, the useful life of the equipment, the depreciated value of the equipment, and the number of years the withdrawing Participating Unit benefited from the equipment.
- f. This Agreement shall terminate if there are not at least two (2) Participating Units, one (1) of which is designated as the Provider Unit. In the event of the termination of this Agreement, the provisions of IC 36-8-19-9(c) shall apply and all assets of the Territory shall be divided pro rata among the Participating Units.

**BLOOMINGTON TOWNSHIP,
MONROE COUNTY**

**BENTON TOWNSHIP,
MONROE COUNTY**

Trustee

Trustee

APPROVED:

APPROVED:

Township Board

Township Board

Township Board

Township Board

Township Board

Township Board l

**WASHINGTON TOWNSHIP,
MONROE COUNTY**

Trustee

APPROVED:

Township Board

Township Board

Township Board